SERIAL 06143 RFP GPS/AVL MOBILE DATA COMPUTER SYSTEM (NIGP 20654)

DATE OF LAST REVISION: October 30, 2007 CONTRACT END DATE: June 30, 2012

CONTRACT PERIOD THROUGH June 30, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **GPS/AVL MOBILE DATA COMPUTER SYSTEM (NIGP 20654)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 06, 2007 Eff. 07/01/07.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Eddie Caine, Human Services
Materials Management

CONTRACT PURSUANT TO RFP

SERIAL 06143-RFP

This Contract is entered into this 6th day of JUNE, 2007 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and MENTOR ENGINEERING, INC., an Alberta corporation ("Contractor") for the purchase of MOBILE DATA TERMINAL HARDWARE AND APPLICABLE services.

1.0 TERM

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of JULY, 2007 and ending the 30th day of JUNE, 2012.

2.0 PAYMENT

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

2.1.1 SOFTWARE COSTS

Total payment for Software shall be paid upon acceptance and based on the following payment schedule:

- **50% Software Costs as designated in Exhibit A - Upon "Go Live" date as determined by mutually agreed upon Acceptance Plan as designated herein.**
- **50% Software Costs as designated in Exhibit A - After using the system in a production capacity for a continuous ninety (90) days period.**

2.1.2 IMPLEMENTATION COSTS

All Implementation costs applicable to the project shall be subject to retainage and Milestone/Deliverable schedule as designated in Exhibits A and Exhibit A-1.

- ***System Implementation Costs will be paid as milestone payments less 10% retainage against mutually agreed upon Milestone Payment/Deliverable Schedule designated in Exhibit A-1.***
- ***Applicable System Implementation Cost <u>Retainage</u> will be paid* to Contractor *upon Final Acceptance to include a (90) Day Acceptance Period.***

2.1.3 HARDWARE COSTS

All hardware delivered as part of this contract will be paid for upon receipt less a 10% retainage.

ALL APPLICABLE RETAINAGE WILL BE PAYABLE 90 DAYS AFTER FINAL SYSTEM ACCEPTANCE

2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES AND PAYMENTS:

2.3.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

2.3.1.1 Company name, address and contact
2.3.1.2 County bill-to name and contact information
2.3.1.3 Contract Serial Number
2.3.1.4 County purchase order number
2.3.1.5 Invoice number and date
2.3.1.6 Payment terms
2.3.1.7 Date of service or delivery
2.3.1.8 Quantity (number of days or weeks)
2.3.1.9 Contract Item number(s)
2.3.1.10 Description of Purchase (product or services)
2.3.1.11 Pricing per unit of purchase
2.3.1.12 Freight (if applicable)
2.3.1.13 Extended price
2.3.1.14 Mileage w/rate (if applicable)
2.3.1.15 Arrival and completion time (if applicable)
2.3.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES

3.1 The Contractor shall perform all duties stated in Exhibit "B."

3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.

3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The County shall not make any admission, which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The County shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The County shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

The obligations of the Contractor under the above paragraph shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the County, its officers, employees, agents or consultants, including negligence in (1) the preparation of the Contract documents, or (2) the giving of directions or instructions with respect to the requirements of the Contract by written order. To the extent of such negligence, the obligations of the Contractor shall not extend to circumstances where the injury, or death, or damages is caused, in whole or in part, by the negligence of any third party operator, not including an assignee or subcontractor of the Contractor, subject to the right of contribution as provided in the next sentence below. In case of joint or concurrent negligence of the parties hereto giving rise to a claim or loss against either one or both, each shall have full rights of contribution from the other.

The parties hereto agree that the Contractor is an independent contractor under this Agreement. Under no circumstance shall the Contractor be considered an agent, employee or representative of the County, and the County shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do

business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the

Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
, with limits of no less than $1,000,000 for each claim.

4.2.3 Certificates of Insurance.

4.2.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.2.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Mentor Engineering, Inc
10, 2175 – 29th Street NE
Calgary, AB Canada T1Y 7H8
Attention : Brent Freer, Director of Sales

4.5 REQUIREMENTS CONTRACT:

4.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

4.5.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.5.3 Contractor agrees to accept oral cancellation of purchase orders.

4.6 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County

shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.8 TERMINATION FOR DEFAULT:

4.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.8.2 In the event of default by Contractor, the Contractor shall have thirty (30) days from the date of notice to cure such default or breach. If the Contractor does not cure the breach within 30 days, the County may terminate the Contract.

4.8.3 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand provided, however, that payment for completed supplies delivered to and accepted by the County has been made by the County and at the Contract price.

4.8.4 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.8.5 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.10 OFFSET FOR DAMAGES:

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.13 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.14 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.16 ALTERNATIVE DISPUTE RESOLUTION:

4.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.16.1.1 Render a decision;

4.16.1.2 Notify the parties that the exhibits are available for retrieval; and

4.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.19 INTEGRATION:

This Contract and Exhibits applicable to (as listed below in Table of Documents), represent the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

TABLE OF DOCUMENTS

CONTRACT
EXHIBIT-A PRICING
EXHIBIT – A-1 PROJECT PLAN
EXHIBIT - B SCOPE OF WORK
EXHIBIT - B-1 VENDOR RESPONSES TO ATT. D – FUNTIONAL REQUIREMENTS
EXHIBIT - B-2 TRAINING CURRICULUM SUMMARY
EXHIBIT - B-3 HARDWARE WARRANTY
EXHIBIT - B-4 SOFTWARE LICENSE AGREEMENT
EXHIBIT - B-5 EULA for MICROSOFT SOFTWARE
EXHIBIT - B-6 TRAVEL POLICY

4.20 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

4.21 TRAVEL

All travel related to this project shall be in accordance with the Maricopa County Travel Policy attached herein as Exhibit B-6.

Billable travel expenses shall be paid monthly at cost, in compliance with Maricopa County travel

guidelines and not be subject to retainage.

A firm Not To Exceed Travel Budget has been established in Attachment A – PRICING. This budget number may only be increased or decreased via formal change order and approval by both parties.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

BY: _____ _____
DIRECTOR, MATERIALS MANAGEMENT DATE

BY: _____ _____
CHAIRMAN, BOARD OF SUPERVISORS DATE

ATTESTED:

_____ _____
CLERK OF THE BOARD DATE

APPROVED AS TO FORM:

_____ _____
DEPUTY MARICOPA COUNTY ATTORNEY DATE

EXHIBIT 1
PRICING

SERIAL 06143-RFP
PRICING SHEET: B0700211 NIGP 20654/C702104

BIDDER NAME:	Mentor Engineering Inc.
VENDOR # :	
BIDDER ADDRESS:	10, 2175 - 29th Street NE Calgary, AB, T1Y 7H8
P.O. ADDRESS:	
BIDDER PHONE #:	403-777-3760
BIDDER FAX #:	403-777-3769
COMPANY WEB SITE:	www.Mentoreng.com
COMPANY CONTACT (REP):	Dave Holland ext. 331
E-MAIL ADDRESS (REP):	dholland@mentoreng.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __**X**__ **YES** _____ NO

ACCEPT PROCUREMENT CARD: _____ YES __**X**___ **NO**

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES __**X**___ **NO** _____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: _____ YES __**X**___ **NO** _____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT**:** __**X**___**YES** _____ NO

PAYMENT TERMS: **NET 30** **DH**

1.0 PRICING:

1.1

	NON-RECURING COSTS	PER UNIT	QUANTITY	TOTAL
1.1.1	Software License	$77,040.00	1	$ 77,040.00
1.1.2	Dispatch Office Equipment (if required)		N/A	
1.1.3	Mobile Equipment (MDCs - including spares)	$ 1,829.00	62	$113,398.00
1.1.4	Other Required Equipment (GPS/AVL, UPS, odometer reader, speedometer reader)	$ 710.00	62	$ 44,020.00
1.1.5	Fare Box system		N/A	
1.1.6	Cameras and Microphones		N/A	
1.1.7	Travel Expenses (if required)	$ 9,000.00	1	$ 9,000.00
1.1.8	Hardware/Software Installation Labor (including pre-wiring of vehicles for future MDC installations)	$53,800.00	1	$ 53,800.00
1.1.9	Trapeze and/or MDC interface	$10,576.00	1	$ 10,576.00
1.1.10	Initial Hosting Setup	$26,970.00	1	$ 26,970.00
1.1.11	Training and Programming Equipment	$ 2,259.00	1	$ 2,259.00
1.1.12	Shipping	$ 1,180.00	1	$ 1,180.00

1.1.12	**TOTAL PRICE**	**$338,243.00**

1.2		RECURING COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	1.2.1	Software Support / Service Agreement (Mentor)	Included	$9,823.00	$10,118.00	$10,422.00	$10,735.00
	1.2.1.1	Software Support / Service Agreement (Trapeze)	Included	$12,750.00	$13,388.00	$14,058.00	$14,761.00
	1.2.2	Hardware Support / Service Agreement	Included	$ 9,176.00	$ 9,610.00	$10,106.00	$10,602.00
	1.2.3	Hosting	$31,740.00	$33,010.00	$34,330.00	$35,703.00	$37,131.00
	1.2.5	**TOTAL**	$31,740.00	$64,759.00	$67,446.00	$70,289.00	$73,229.00

1.3		NON-RECURING COSTS - OPTIONAL	PER UNIT		QUANTITY		TOTAL
	1.3.1	Dispatch Workstations	$805.00		11		$8,855
	1.3.2	Dispatch Monitors	$345.00		22		$7,590
1.4		**RECURING COSTS - OPTIONAL**	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
	1.4.1	MV Software Monitors	$3,600.00	$3,744.00	$3,894.00	$4,050.00	$4,212.00
	1.4.2	Spider Info with Standard Reports	$6,000.00	$6,240.00	$6,490.00	$6,750.00	$7,020.00

2.0 Line Item Component Pricing

Item	Description	Quantity	Unit	Unit Price
1	**In-Vehicle Equipment**			
	Ranger	1	each	$1,692
	Ranger Mounting Bracket	1	each	$48
	Cabling	1	each	$89
	Odometer (GPS)	1	each	$0
	BBX (GPS, Public Data Network Modem)	1	each	$595
	Dual Mode Antenna (GPS, Public Data Network)	1	each	$115
2	**Software**			
	Mentor Mobility Application	1	each	$252
	Navigation Software	1	each	$252
	XGate Per Vehicle License	1	each	$98
	XMobile Manager Per Unit License	1	each	$98
3	**Services**			
	In-Vehicle Installation	1	each	$300
4	**Other**			
	Driver Manuals	1	each	$25
Total				

5	**Support**			
6	**Optional Items**			
	Ranger Screen Protectors	1	each	$13

Notes on Quote

1. Pricing is in USD, FOB Calgary, Sales/Use Taxes additional.
2. Quote honours current contract pricing.

Exhibit A-1

SAMPLE PROJECT TIMELINE AND IMPLEMENTATION PLAN

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

To furnish, install and support a real-time, bi-directional Mobile Data Computer System (MDCS). The contracted vendor shall install and interface its MDCS in conjunction with Trapeze Software Group's Paratransit Automated Scheduling System (PASS) and agency's existing mobile radio/phone system (if appropriate).

2.0 SCOPE OF WORK

2.1 MINIMUM FUNCTIONAL REQUIREMENTS

Maricopa County Special Transportation Services (MCSTS) is seeking to purchase a comprehensive system that will fulfill the functional requirements outlined in Exhibit B-1. It is seeking a system that is scalable and flexible enough to meet program goals and expected expansion for the next five years.

This section describes the solution that Mentor Engineering Inc. (Mentor) is proposing to Maricopa County Special Transportation Service (MCSTS) in response to the GPS/AVL Mobile Data Computer System Request for Proposal Serial 06143-RFP.

It is important to note that Mentor has enjoyed a partnership with Trapeze Group, MCSTS's current Paratransit software vendor, since 1998. The Mentor solution proposed is a well-integrated solution that has been proven in over 70 paratransit locations. Our experience and long-term partnership will provide all of the benefits of the most widely used MDT/AVL solution in paratransit in North America. Mentor has implemented more mobile data systems with Trapeze than all other vendors combined.

For the proposed solution Mentor has selected to work with MV Transportation to provide Maricopa County some of the most innovative technology available in transportation management. By working together, Mentor and MV will enhance overall service with improved communication and efficiency.

Mentor is proposing the Mentor Ranger Mobile Data Terminals - the most proven and advanced MDTs available. These units have built in AVL and GPS technology that interfaces with the current Trapeze Scheduling Software to offer up to the minute real-time trip status and immediate communication between dispatchers and operators.

MV will use their innovative ASP solution to host the County's Trapeze Scheduling Software and MDT module. MV Transportation will provide all necessary hardware to support and host the Trapeze software and accompanying MDC modules so that Trapeze and the Ranger units can interface, giving the County access to the software through Active Server Pages (ASP). This approach will minimize the cost of this technology to the County and ensure effective hardware maintenance and updates. MV will also handle all training associated with dispatching using the Trapeze/Ranger technology.
From this solution, Maricopa will receive the complete benefits of the Trapeze Software, Mentors proven in-vehicle hardware and communications expertise and the expertise of MV's IT staff, which includes several former Trapeze programmers, who will maintain the software and hardware as necessary, eliminating the need for the County to expend financial and manpower resources in these areas. MV successfully uses this approach for several clients throughout the US.

A system diagram has been provided in Exhibit B-4.

EXHIBIT B-1 - Requirement Matrix, provides a complete response to the functional requirements set forth in the RFP.

2.2 DISPATCH SYSTEMS INTERFACE

2.2.1 ONBOARD EQUIPMENT – MENTOR RANGER®

Mentor proposes its' Ranger Mobile Data Computer to control the in-vehicle components, and provide a user interface for the vehicle operators. Ranger is Mentor's fixed mount Windows CE solution. It houses both the user interface (touch screen, keypad, etc) and the processor for controlling the in-vehicle components. Ranger is incredibly rugged. Built to meet the MIL STD 810F spec rating, Ranger is watertight and resistant to shock and vibration. It's tough enough to withstand bumps, dust and spills—all things it will likely face in the tough vehicle environment.

Standard Features

- *TFT Color Display with Touchscreen*
- *Intel XScale 400 MHz processor. Windows CE 5.0 or higher*
- *512Mb of Flash (64 MB), 512Mb of SDRAM (64 MB)*
- *USB Host / Device Port, RS-232 Com Port*
- *Built in odometer signal conditioner, 2 Analog Input / Open Drain Output*
- *Type II Compact Flash Port*
- *6 Button Keypad*
- *Microphone, stereo speakers, audio out, External Microphone and Speaker Connection*
- *Internal ISO 7816 Contact Smart Card Reader*
- *MIL STD 810F for water resistance, shock & vibration*

The proposed solution includes the following Ranger accessories: associated cabling, mounting bracket, and inputs/outputs as per our response.

2.2.2 ONBOARD EQUIPMENT – BBX

The BBX provides the public data network modem, GPS, and I/O connectivity in a compact package that can be mounted out of sight and out of mind. The BBX can be configured to send GPS updates as per the requirements in the bid documents.

Standard Features

- *16 channel GPS receiver*
- *Internal wireless public data network modem*
- *J-1708 Capability*
- *16Mb of Flash (Expandable to 80 Mb), 8Mb of RAM*
- *Voltage output on RS232 (5V or Vswch)*
- *USB Device controller, USB Hub*
- *Built in odometer signal conditioner*

The proposed solution includes the following BBX accessories: associated cabling, dual-mode antenna (public data network & GPS), mounting bracket, and inputs/outputs as per our response. All antennas are low profile direct mount antennas that are installed on the roof of the bus, providing enhanced coverage and reliability.

2.2.3 ONBOARD SOFTWARE - MENTOR'S PARATRANSIT MOBILITY APPLICATION

Mentor's Paratransit mobile application was developed through years of experience to run seamlessly on the Ranger CE device. The mobility application has been designed and developed with the input of over 60-transit agencies using Mentor, and our various software partners providing demand response software. With this extensive user group, we are confident that our application will have the features and functionality MCSTS requires to operate a sophisticated demand response transit operation.

LOG ON / LOG OFF

The Ranger is fully equipped with a touch screen for data entry during the log on/log off procedure. The log on/log off sequence will include the driver's ID, pass code, and beginning vehicle odometer as captured through a direct odometer interface to the vehicle.
Data Messaging
The Ranger will produce an audible tone and produce a message window or icon alert (determined by the status of the message) when a message is received from the Dispatcher.
The Mobile application will provide the Drivers with the means to display, select and send pre-defined canned messages to the Dispatchers.
The Paratransit Mobile application will store and support selective retrieval of messages received from the Dispatcher.

ELECTRONIC MANIFEST

Upon log-on the manifest will be sent to the vehicle, the manifest window will display the driver's trips.
All events (i.e. arrive and perform) are automatically time stamped with GPS and time data.
All events are sent back to the host software application in real time via the wireless network.
Trip insertion and deletions are update into/off the manifest that included driver acknowledgment.
Minimal driver input is required.
Eliminates paper manifest and date entry post processing.

NAVIGATIONAL TOOL

Perhaps the most valuable tool in our Paratransit mobile application is the Navigation Tool. This tool provides the driver with both visual and audible turn-by-turn driving directions without any input required by the driver (destination location is pulled automatically from the manifest).

2.3 SOFTWARE

Trapeze PASS-MON & Mentor Communications
The Trapeze PASS-MON module for MDT communications. This technology solution uses real-time information from reservationists, dispatchers, and drivers in the field to continuously update the system. This flow of real time information allows us to understand where their ride is and allows the operations group to refine schedules for maximum performance.

When the County purchases the Trapeze PASS-MON software, MV will upload the PASS and PASS MON modules to our ASP servers, eliminating the need for the County to purchase and upgrade the hardware necessary to support this system.

Trapeze PASS-MON is the tool that provides persistent, real-time data communication between vehicles and the paratransit scheduling and dispatching system. PASS-MON is actually comprised a Mobile Data Terminal server (PASS-MDC) and an Automatic Vehicle Location server (PASS-AVL)

2.3.1 PASS-MDC:

This tool configures the PASS scheduling software so that it can communicate with the proposed Mentor Ranger units installed on vehicles. System parameters can be configured to suit the County's requirements for mobile data communication. This allows drivers to view passenger, trip, or run itinerary information. This tool interfaces with PASS to automatically dispatch trip itineraries and trip updates to drivers, and visually

notifies the dispatcher when the vehicle arrives at predefined destinations. As a communications device, this enables real-time exchange of predefined or free text messages between dispatchers and drivers, without the use of voice communications, and allows for the automated collection of field data (i.e. odometers, times, etc.).

2.3.2 **PASS-AVL:**

This tool supports the interaction of the AVL system with Trapeze to supply operational information to dispatchers and drivers. The location of any vehicle operating in the system can be viewed on a system map, in real time. This will allow our dispatch team to check the status of a vehicle in relation to future trips, and view the itinerary of a run based on a user defined time span. Dispatchers can monitor the schedule adherence of a vehicle/run, and/or multiple vehicles in the system at the same time. AVL data is stored for review of past days/events.

2.3.3 **REAL TIME MONITORING SYSTEM (OPTIONAL)**

It is important to note that this type of system monitoring will impact consumer satisfaction and system confidence. MV's ability to "raise the bar" not only improves customer satisfaction, but directly results in more efficient operations and cost savings to our clients.

Late Trip Tracking Monitor: This monitor displays any trip that has waited more than a designated time (for example 5 minutes outside the pick-up window), and needs to be addressed with immediate corrective action. It also predicts "future" late trips based on real-time updating of the system throughout the service day. This list is sorted by "worst incident" first, and can be implemented system wide, or for a specific dispatcher and their assigned route set. The purpose of this monitor is to assist dispatchers to immediately locate late trips, instead of searching through the whole set.

Unperformed Routes Monitor: This monitor shows any route that has not been updated to show the completion of pick-ups and drop-offs for more than the designated time. If a dispatcher does not have a real-time picture of where each of their routes are at any given moment, it is difficult to schedule additional trips during the service day (i.e. unscheduled trips, same day requests, trips moved in response to a road-call). This monitor prevents any loss in productivity associated with the inability to schedule same day requests/changes due to issues surrounding updating trips.

Service Alert Client Monitor: Any given paratransit system will have passengers for whom service has been below agency/community expectations. This monitor allows for the effective monitoring of these passenger trips, so that we can better identify patterns and develop solutions in these problem areas. Specific passengers experiencing problems may be assigned an "Alert" status for a period of time. The Service Alert Client Monitor will show the day's trips scheduled for "Alert" clients, and allow dispatch to monitor these trips specifically.

Slack Monitor: This monitor displays information regarding large amounts of slack time on an established route that may have been created by cancellations and the aggressive trip movement between routes that we mentioned earlier. This tool helps to increase productivity as well as adjusting driver end-times to create the most efficient service day results possible.

2.3.4 **SPIDER INFO WITH STANDARD SUITE OF REPORTS (OPTIONAL)**

As an additional option, MV can implement the Spider Info and Standard Suite of Reports. This includes an On-time performance tracker. This program is housed on a secure website and allows MV management and the City staff to review service statistics and on time performance data each service day. An example of the on-time performance tracker is shown to the right. Hourly on time performance "drills down" into a detailed

listing of late trip information, including scheduled time, actual pickup time and how many minutes late the trip was.

2.3.5 XGATE MIDDLEWARE SOFTWARE

XGate is a sophisticated middleware package or message switch that provides the interface between the scheduling and routing system and the public data network. XGate supports a TCP/IP interface with the scheduling and routing system. Outgoing messages generated by the scheduling and routing system will be sent to XGate to be routed over the public data network to the vehicles. Incoming messages will be delivered via the same interface to the scheduling and routing system.

- *Supports up to sixteen different radio channels / communications networks. This can include multiple conventional radio channels and other data networks (i.e. iDEN, 1xRTT, GPRS, DataTAC, ASTRO, DATARADIO, EDACS, etc.).*
- *Provides secure Internet access via VPN to facilitate remote troubleshooting and support.*
- *Manages and logs the transmission of data over the radio system. It features:*
- *Real-time monitoring of the status of communications.*
- *Monitoring of the status of communications with each vehicle. Individual message queues for each vehicle.*
- *Advanced search algorithm designed to deliver data to vehicles that are roaming between different channels and in/out of coverage.*
- *Provides the dispatch application with confirmation of message delivery.*
- *Has a suite of web pages that provide you with in-depth statistics and troubleshooting information about your system.*
- *You can securely monitor valuable system, vehicle, historical, and error information.*
- *All diagnostic reports can be generated for a particular unit, channel, or timeframe.*

2.3.6 XMOBILE MANAGER OVER THE AIR PROGRAMMING (OPTIONAL)

Mentor's XMobile Manager – Provides over-the-air programming (OTAP) and software updates to the mobile data terminals (Ranger), as well as providing diagnostic log downloads through the wireless communications infrastructure.
Traditionally, a fleet wide software upgrade involved bringing each unit into a shop and manually installing the new software, which is both a cumbersome and expensive process. To simplify this, Mentor offers a solution that enables software updates to be distributed over the air and installed without user intervention.
Mentor's XMobile Manager (XMM) server allows administrators to create software packages containing vital updates, such as new applications, drivers, maps or even entire operating system images. These updates are transferred to the appropriate mobile devices at configurable times, and then installed in the background without any intervention from a user. The XMM Server monitors the progress of each update so the administrator always knows what's going on.
With XMobile Manager, it is also possible to download diagnostic log files from a device without having to physically go there. This greatly improves the speed and convenience of troubleshooting problems in the mobile fleet.

XMM provides the following:

- *Asset Tracking – automatically generates a list of all devices installed in vehicles.*

- *Software Versioning – tracks operating system version information so administrators always know what software is running on their devices.*
- *Software Updates – enables administrators to send software updates to devices over the wireless network.*
- *Remote Troubleshooting – provides tools that allow administrators to download diagnostic trace logs from devices over the wireless network.*

2.4 COMMUNICATIONS

2.4.1 WIRELESS NETWORK COMPATIBILITY

Mentor's mobile computing devices can be deployed on all major US and Canadian public data (cellular) networks, including Alltel, Cingular and Sprint. Because Mentor is compatible with each of these networks, MCSTSs have an expanded flexibility to choose the right network based on cost, coverage, and MCSTS service… not device compatibility.

This proposal assumes wireless communication through a public data network that we have worked with before. These include:

- *GPRS (Cingular)*
- *1xRTT (Alltel, Verizon)*
- *IDEN (Sprint, Nextel, Telus Mike)*

Should MCSTS change wireless communications to a private radio system, new modems would be required. This would require an investment for the new modems and the services to replace them. Mentor would likely contract a local installer to swap the modems provided by Mentor.

2.5 HOSTING

MCSTS is seeking a solution that includes hosting of the Hardware/Software, fully supported by the vendor. The solution must support MCSTS's current implementation of TRAPEZE software as well as any additional software (such as PASS-MON, MDT/MDC gateways, and Citrix) that is required to support the MDC implementation. The offering must be scaleable to support the County's growing Paratransit system.

The hosting objective is to select a service that provides

- The hosting server must have a secure, reliable redundant connection to the internet.
- Scalable capacity to meet the needs of future MCSTS requirements.
- Scalable bandwidth
- Service 250 days per year – excluding holidays and weekends but with the option of increasing service hours at an adjusted rate.
- Minimal downtime or disruption of the site in the event of needed server upgrades
- A professionally staffed technical support help-desk providing telephone and email support.
- Appropriate security systems and procedures for the hosting solution including hardware, software, and internet access.
- Daily backups, with at a minimum of 10 generations or cycles kept.
- UPS and possibly generator power backup for the hosting server(s).
- Must provide the functionality of hosting in a usable fashion the Trapeze software, plus all other applications required to operate in full the MDC/MDT functionality of this RFP.

To meet the hosting requirements of the MCSTS, Mentor will partner with MV Transportation as they have more experience hosting the Trapeze system than Trapeze themselves. With 10 active clients using their ASP model and the Trapeze PASS software, MV Transportation is extensively familiar with what it takes to ensure a strong and seamless implementation for Maricopa County.

MV Transportation has proven themselves as Trapeze deployment professionals with multiple implementations without the aid of Trapeze personnel. With this proven history, MCSTS can be confident of the successful implementation of this project.

The MCSTS system will be hosted at the same site as MV Transportation uses for all of their current ASP customers. Mentor Engineering Inc. and MV Transportation understand the RFP specifications and will meet all specified requirements. We will further work with MCSTS to define any future requirements to ensure the system will support the goals for years to come.

2.6 OTHER EQUIPMENT NOTES

2.6.1 *Global Position Satellite Automatic Vehicle Location: The Mentor MDC system provides real-time GPS location information. The GPS receiver is integral to Mentor's BBX and utilizes a low profile, dual-mode antenna (combined with the cellular modem antenna) that mounts on the vehicle roof. The BBX incorporates a 16 Channel GPS receiver, with an accuracy specified to 3 meters CEP given a clear sky. On-board devices utilize this level of GPS accuracy, however, to reduce wireless data transmissions, an accuracy of 5 decimal positions is used for latitude and longitude data that is sent to the dispatch application software. This works out to approximately an 11 meter accuracy on the AVL display.*

2.6.2 *Uninterruptible Power Supply: UPS and emergency power for all servers is included with our hosting solution subcontracted to MV Locomotion.*

2.6.3 *Odometer Reader: A hard-wired odometer interface is planned for each vehicle. Mentor's BBX will read pulse counts from the vehicles' VSS (vehicle speed sensor) and calculate mileage data that will be transmitted back to Dispatch with the AVL reports.*

2.6.4 *Speedometer Reader: The Mentor Ranger reports GPS speed data with each AVL report. Utilization of the speed data is dependant on the Paratransit Software. No hard-wired or external speedometer interface is included in this proposal.*

2.6.5 *Fare Box System: The proposed Mentor Ranger and BBX equipment have the capability to interface to fare box equipment via the J1708 (J1587 messaging) serial communication port. Due to the wide variety of possible models, Mentor requests an opportunity to sit down with Maricopa County to review their specific needs before proposing a solution.*

2.6.6 *Cameras and Microphones: The proposed Mentor Ranger and BBX equipment have the capability to interface to camera equipment via the USB or RS232 serial communication ports. Due to the wide variety of possible vendors and models, Mentor requests an opportunity to sit down with Maricopa County to review their specific needs before proposing a solution.*

Mentor Ranger has a built-in covert microphone that can be interfaced to most voice radio systems, as well as having the capability to accept external microphone inputs. Because of the wide variety of possible configurations, Mentor requests an opportunity to sit down with Maricopa County to review their specific needs before proposing a solution.

2.6.7 *The Ranger internal flash memory is 64 MBytes and a 128 Mbytes internal flash card is also provided. Mentor Ranger has onboard storage capability for up to 1 GByte of flash memory if additional capacity is required.*

2.6.8 *For remote devices, Mentor's XMobile Manager software logs the hardware and software versions of connected devices and can be used to update firmware automatically over the wireless network. For the Ranger, logs can be downloaded remotely, and application, mapping and system files can also be updated. (Note: Additional details on XMobile Manager features and functionality can be found in Section 4 of Mentor's proposal)*

2.6.9 *Mentor Ranger utilizes a 400 MHz Intel XScale processor. Because of this powerful processor, no project to date has experienced failures or limitations to the capabilities of Ranger. The use of this processor will also ensure, as planned, that the Ranger will be capable of serving transit industry needs far into the future.*

2.6.10 *The Ranger/BBX equipment can transmit and receive messages at the limits of the wireless network that is chosen by MCSTS. For example, the effective data rate of a typical 1xRTT*

network (such as Alltel) is generally accepted to be in the 50-80 KB/s range. Mentor is constantly evaluating newer generation wireless networks and will implement new technology data modems as they become feasible.

2.6.11 *The Mentor Ranger/BBX have a dedicated, built-in ignition sense input. A high logic level (ignition on) turns the Ranger/BBX on. A low logic level (ignition off) allows software to turn the units off once they have completed their shutdown procedure. There is shutdown interval that is configurable for up to 60 minutes following ignition off, during which the units are in a 'sleep' mode. During 'sleep' mode the units may still be turned on and operated by using the Ranger power button.*

2.6.12 *As described in 2.6.8 above, Mentor's XMobile Manager software can be used to update firmware automatically over the wireless network. For the Ranger terminal, application, mapping and system files can be updated in this way.*

2.6.13 *The processes provided for incoming/outgoing message handling are as follows:*

- *The Ranger will produce an audible tone and produce a message window or icon alert (determined by the status of the message) when a message is received from the Dispatcher.*
- *The Ranger Mobile application will provide the Drivers with the means to display, select and send pre-defined canned messages to the Dispatchers.*
- *The Ranger Mobile application will store and support selective retrieval of messages received from the Dispatcher.*

2.6.14 *XGate, is the message management component of Mentor's wireless mobile data solution. XGate provides a communications bridge between Trapeze PASS-MON and the mobile data terminals. In the event of a communication error XGate will return an "Error Code" to the Trapeze PASS-MON application. XGate also provides advanced diagnostic and troubleshooting tools for system analysis. Some specific XGate functions include:*

- *Validating messages for format errors before adding it to a unit's message queue*
- *Managing individual message queues for each unit*
- *Managing duplicate inbound messages from units so that they do not get sent to the dispatch application twice*
- *Managing message timers that keep messages in the queue for as long as specified*
- *Resending messages automatically if a driver is out of network range*
- *Automatically searching for a unit whenever there are messages in a unit's queue and the current channel is unknown. XGate continues to search for a unit as long as there are outstanding messages in the unit's queue*
- *XQuery, XGate's web-based tool generates statistical reports on system performance and allows the user to view current vehicle activity and historical information.*

2.6.15 *If dispatch needs to modify, insert or delete a Trip, the following process will be presented to the driver:*

- *Driver will receive an on-screen Notification. The driver presses the OK button to exit from the Notification.*
- *If the Trip is modified, the Manifest will automatically reflect the new information.*
- *If a Trip has been inserted, the Manifest will be updated with the new Trip included chronologically.*
- *If a Trip has been deleted, the Manifest will refresh with the Trip removed.*

2.7 **BUSINESS CONTINUITY; DISASTER RECOVERY; DATA BACKUP and RESTORE; ARCHIVE, RETENTION and DISPOSAL PRACTICES**

Each Respondent's proposal must include a full description of and provide a detailed overview for:

2.7.1 Your current and proposed business continuity practices and approaches as they relate to the daily operation and possible interruptions of service (outages). This should include a description of your data configuration model and your redundancy capabilities (including but limited to: telecommunications, geographic isolation of the data centers). The response should include a graphical representation of process and location of backup data centers.

2.7.2 Your current and proposed data backup and restore practices. This should include an explanation of the standards, procedures, methods, cycles, turnover, retention periods and offsite capabilities.

2.7.3 Your current and proposed disaster recovery procedures and standards and how they will be implemented into the proposed system solution to cover any disruptions in service (outages) and minimize any downtime.

2.7.4 Describe how you will meet the Federal, State and local Public Record Retention requirements for the effective and efficient archive, retention, and disposal of the electronic data that is entered, stored, handled, and/or distributed by your proposed solution.

MV Transportation provides proven processes to insure redundancy and data protection. These processes meet the needs and requirements of Maricopa County. The Backup protocol includes:

1. *Store a 'ghost' image of all servers to an external drive for bare metal restores. This will be done every six months or more often as needed.*
2. *Backup the entire Trapeze database nightly. A copy of this database will be transferred (FTP) to the Fairfield MV facility for redundancy at multiple sites.*
3. *Hourly transaction log backups. A copy of each transaction log backup will be transferred (FTP) to the Fairfield MV facility for redundancy at multiple sites.*

Backups will not be stored to tapes as the data is not easily accessible. Methods will be provided for more effective storage.

2.8 **REPORTING REQUIREMENTS**

2.8.1 Monthly reporting of server/system load (CPU usage, network bandwidth usage and drive space. These reports are to be gathered in such a manner as to not burden the server while providing useful data. Proposed method is to gather these statistics in a snap-shot manner on an hourly or other appropriate basis. Real time statistics are not required.

Mentor Engineering Inc and MV Transportation clearly understand the reporting requirements and will provide the required monthly reports detailing CPU usage, Network bandwidth usage and drive space.

2.9 **PROJECT PLAN**

A SAMPLE TIMELINE HAS BEEN INCLUDED HEREIN AS EXHIBIT A-1. The Parties agree that a Project Plan based on Exhibit A-1 will be finalized within thirty (30) days of contract execution.

Both parties agree that Exhibit A-1 may be amended per the terms of Section 2.9.1 after the completion of initial design review. This amendment and any changes to Exhibit A-1 must be mutually amenable and executed via formal Change Order process.

The purpose of project management is to provide a structured framework for endeavoring to ensure that project objectives are realized. It is a discipline Mentor has embraced and continues to develop since its early project installations. The most important tool is communication, and developing the techniques to apply this tool will enable the project managers to guide the project to meet the set goals.

2.9.1 **PROJECT SCHEDULE**

Mentor will work in cooperation with MCSTS to develop a coordinated implementation schedule as part of the initial design review that takes all aspects of the integration and implementation into consideration.

The project schedule will include all Mentor activities related to the project, including all of the specified activities in the technical sections of the RFP. Mentor will work in cooperation with MCSTS to develop a comprehensive list of their responsibilities.

Ideally, not withstanding any unforeseeable delays, Mentor will supply an updated project schedule within 30 days after a contract is fully executed.

2.10 **PROJECT STAFF**

Mentor's systems engineers have a combined total of more than 200 years of experience in the design, implementation, and support of AVL Systems for our customers. They effectively manage Intelligent Transportation System projects from the wireless analysis stage through to system rollout and customer acceptance. At Mentor, the key to a successful implementation is creating well-defined implementation processes, which include on-site system testing, on-site system analysis, and implementation supervision. Mentor's engineers always ensure smooth installations and speedy problem resolutions.

Mentor's project manager assigned to MCSTS shall have the authority to make commitments and decisions that are binding on Mentor and, as an equal; MCSTS will designate a project manager to coordinate MCSTS project activities.

Throughout the implementation Mentor's project manager will schedule and lead weekly conference calls, will document non-conformances and will be available to MCSTS and its subcontractors to discuss and make determinations toward the success of the project.

2.10.1 PROJECT TEAM

In addition to a Project Manager, Mentor will assign other personnel to assist in the implementation requirements. This would include a systems engineer and a trainer. You can expect that any one of these individuals (based on projects awards) to be assigned to MCSTS's project.

The following personnel or alternates of equal experience and education will be dedicated to MCSTS and Mentor acknowledges that subsequent to project award any person designated as 'key' to the project will not be removed or replaced without the prior written concurrence of MCSTS, not to be unreasonably withheld.

<u>On-Site Project Manager</u>
Andrew Rivas, B.Sc. Electrical Engineering – Systems Engineer

<u>Senior Technical Advisor</u>
Phil Arsenault, B.Sc. Electrical Engineering – Senior Systems Engineer

System Design & Analysis
Glenn Foster, B.Sc. Electronics Engineering Technology - Technical Sales Support
Brad Braun, B.Sc. Electrical Engineering, P. Eng – Senior Development Engineer

Client Support and Sales Liaison
Dave Holland – Regional Sales Manager

Training and Documentation
Elisa White, B.A. Journalism – Marketing and Training Manager

Operations Management
Steve Dewis, B.SC. Electrical Engineering with Distinction, P. Eng – Operations Manager
Tony Scherpenisse, B.Sc. Electrical Engineering, P.Eng – Manager, Systems Engineering Group

System Support and Quality Assurance
Akmal Rafiq, Masters of Electrical Engineering – System Support Engineer

2.11 DOCUMENTATION

In this section, vendors are to list and describe the documents they will provide for this project.

2.11.1 It is *MCSTS's* intent that the successful vendor will provide *MCSTS* and its service provider's site-specific MDCS documentation including a network topology diagram.

2.11.2 It is *MCSTS's* intent that the documentation will fully describe the functions and characteristics of the system, training on all applications, necessary instructions for the effective hardware and software installation, operation and maintenance of the system.

2.11.3 Vendors are to indicate the number of copies of each document that will be provided to *MCSTS*.

2.11.4 All documentation will be written in the English language – please insert a glossary of terms for industry-specific jargon.

Complete documentation will be provided as per the specified quantities and submitted to MCSTS for approval. All documentation will be prepared as follows:

- *A document and revision numbering system will be used.*
- *Documentation will be forwarded to the project manager for approval.*
- *All documentation (other than published manuals) will be provided electronically in a Microsoft Office format.*
- *All documentation will be written in the English language.*
- *All documentation supplied with standard commercial equipment and software purchased from third parties will be provided.*

Mentor will provide a system functional description document that provides a high level definition of the system, and the functions performed by each component.
Mentor will provide a system design document that incorporates the required information.

MAINTENANCE DOCUMENTATION

A comprehensive system binder for installation and maintenance is included with the project that covers all aspects of the system and troubleshooting methods. Two copies will be provided to MCSTS for their maintenance personnel and one copy to the maintenance provider for on going support. This will be in the form of a detailed system binder, which will include:

- *Ranger/BBX's hardware maintenance guide*
- *Mobility application note*
- *XMobile Manager application note*
- *Copy of all relevant software required from Mentor & back up procedures*
- *Cabling and mounting descriptions*

2.12 **TRAINING**

In this section, *MCSTS* has listed the minimum training that will be required of the successful vendor prior to acceptance of the system to enable *MCSTS* personnel to operate and manage its MDCS with no assistance.

Vendors are also encouraged to use this section to describe the training they intend to provide to dispatch, driver, and MDC maintenance personnel which is not addressed below.

2.12.1 Affirm that all training will be provided at MCSTS's facilities within a time frame that matches the cutover to real-time operations to ensure that the training can be retained and put to immediate use by trainees.

2.12.2 Affirm that one training workbook will be provided to each trainee.

2.12.3 Affirm that one unbound original, suitable for copying, of the training workbook will be provided.

2.12.4 Affirm that the initial training will be conducted in a hands-on, classroom-style, simulated "live" operating environment using the same equipment as contained in the successful vendor's proposal.

2.12.5 Affirm that "live" training will be conducted in shifts to ensure continuous uninterrupted transportation service provision during the cutover to real-time operations.

2.12.6 Affirm the length of time proposed for "live" instruction for up to 10 operations and system administration personnel - include scheduling and dispatch.

2.12.7 Affirm length of time proposed for "live" instruction for up to 7 (seven) operations and driver II (train the trainer) personnel.

2.12.8 Affirm that all training will provide instruction sufficient to qualify recipients as trainers of new users.

2.12.9 Affirm that training will include instruction for three personnel in the swapping of spare MDCs to the vehicles.

2.12.10 Affirm that the vendor will provide additional training and oversight throughout the cutover to real-time operations to ensure uninterrupted transportation service operations.

Mentor's philosophy on training is to provide training in a manner that allows the MCSTS to operate and maintain the system in an efficient manner. This, along with Mentor's comprehensive support, ensures system longevity and continued relevance. The Mentor team will provide training to driver trainers, operations, and maintenance personnel. Additional training and

oversight throughout the cutover to real-time operations will be provided to ensure uninterrupted transportation service operations.

Mentor's project manager will work closely with MCSTS's project coordinator to ensure that all training and schedules coincide properly with system implementation activities and staff availability.

Mentor will provide a soft copy of the original training workbook, suitable for copying, and written permission for MCSTS to make as many copies as necessary to train personnel and operate the system.

Mentor and our subcontractors will provide live training to operations and system administration personnel.

Mentor and our subcontractors will provide training on installation and maintenance of the proposed AVL solution to MCSTS's maintenance staff as well as our installer.

A fundamental component of the phased project implementation process is a 'project completion' phase whereby MCSTS's project coordinator works with the Mentor project manager to review items outstanding at the end of the rollout (for each subsystem) and develop formal action plans for each item. A 60-calendar day acceptance period is the standard time during which MCSTS will be expected to use the system fully and report issues in a timely fashion to the Mentor project manager for addressing. Please see the Sample Implementation Plan for further details.

MENTOR's TRAINING CURRICULUM HAS BEEN PROVIDED HEREIN AS EXHIBITB-2

2.13 WARRANTIES AND SERVICE SUPPORT

In this section, vendors are to describe their proposed MDCs warranties and service support as it applies to *MCSTS's* project.

MCSTS requires hardware and software support for a total of 5 years. Explain what combination of warranty and maintenance (and all associated costs) will achieve this.

Please indicate standard response times and whether or not they are individually negotiable. Provide information on the format of service provided:

- On site repair
- Off site repair
- Pager support
- Toll free support number and location of support center
- On line assistance or bulletin board/forum

2.13.1 SOFTWARE WARRANTY

All Mentor software included in the proposed system will be covered by a five year warranty from system acceptance (our standard one-year warranty plus an extended warranty of four years).

System Support and Software Maintenance
In addition to the software warranty, Mentor will provide extended system support and software maintenance as defined in the sample System Support and Maintenance Agreement for up to five years at the price listed in the price proposal.

2.13.2 **CUSTOMER SUPPORT**

Customer support includes:

- *Basic Support – unlimited software and system support services during regular business hours; and*
- *24 x 7 Access – support for system critical issues only after regular business hours.*

Mentor's 'Customer Support Program' is designed to provide reliable and prompt ongoing support to our clients. Our 'Customer Support Program' consists of:

- *An assigned support specialist for each client.*
- *A customer support team to provide assistance when the assigned person is unavailable.*
- *A customer support database that is constantly updated with information regarding the system.*

2.13.3 **SOFTWARE MAINTENANCE**

"Software Maintenance" means the routine tasks required to properly maintain the Software in working condition including identifying defects and providing patches for any such defect.

Maintenance is provided on the following:

- *XGate software*
- *MDC/Ranger/BBX operating system*
- *MDC CAPP File/Ranger Mobility Application as applicable.*

2.13.4 **SOFTWARE UPGRADES AND UPDATES**

Software upgrades are new releases of the core software provided by Mentor that offer additional functionality. Software updates are releases that correct a problem with the software. Under this plan, the customer has access to relevant software updates and upgrades for the following:

- *XGate*
- *MDC/Ranger/BBX operating system*

When Mentor provides an update or upgrade that will rectify a problem or as a step towards rectifying a problem, the customer is required to implement the upgrade as part of the support process.

2.13.5 **HARDWARE WARRANTY**

All Mentor hardware components of the proposed system will be covered by a five year warranty from system acceptance (our standard one-year warranty plus an extended warranty of four years).

A sample copy of Mentor's standard hardware warranty is included herein as Exhibit B-3 . If MCSTS elects to purchase their own computer hardware, they will be responsible for ensuring the applicable warranties and service response times from the computer

hardware vendor meet these requirements. Otherwise, standard Dell Gold Support Services terms and conditions are presumed to apply as per this proposal.

Mentor strives to achieve the highest levels of repair services and shall repair any defective equipment within 10 working days of receipt wherever practical.

2.13.6 **EXTENDED WARRANTY MAINTENANCE AGREEMENT**

Mentor offers an extended hardware warranty option on all Mentor hardware components included in this proposal. A four year extended warranty has been included in our pricing, please see Exhibit A for pricing information.

2.14 **ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

System acceptance is the point in the implementation plan at which every aspect of the application being developed, along with any supporting system utilities, are thoroughly validated by the system users prior to completing the System Implementation.

The entire process is centered on gaining sufficient evidence of the system's accuracy and functionality to be able to proceed to System Implementation with the highest level of confidence possible in the success of the system. This phase differs from the Design Review in that acceptance testing is the final opportunity to establish that the system performs as expected in an environment that mimics the fleet-wide release as closely as possible. In addition, while the system users were certainly engaged throughout prior testing efforts, they now assume an even more critical role in the testing efforts in that they now need to exercise the system in the same way that they will once the full system is implemented. With the testing plan established in earlier phases, the system users now take responsibility for maneuvering the system through its operations.

The Sample System Acceptance Plan for the Customer has been developed by Mentor and it is intended as a starting point for formalizing a mutually agreeable acceptance test plan, procedures, schedule and execution.

This System Acceptance Plan will be an amalgamation of information from the Customer's Request For Proposal, Mentor's Response and the Implementation Plan. The system's functional requirements are extracted from the text beginning with the RFP and will be finalized during the System Design Review.

This version of the System Acceptance Plan lays out the system requirements, the components that are to be delivered, and the procedures for how those components will be evaluated for acceptance. Detailed information on test procedures will be added as appendices. It also demonstrates how specific functionality criteria to be tested will be derived from the general text of the Implementation Plan document.

In addition to confirming operation of the system and its fit to the business needs that it is intended to satisfy, System Acceptance is also the point in the lifecycle during which all supporting documentation and reference materials are updated to guarantee their consistency with the final delivered system.

2.14.1 **PURPOSE**

- *Mentor Engineering Inc. and the Customer together are responsible for developing the System Acceptance Plan.*

- *This System Acceptance Plan formalizes the expected handoff of Mentor's products to the Customer. It provides a mechanism for the Customer to review and accept the results Mentor's efforts and to put formal closure on that portion of the project between the Customer and Mentor.*

- *The goal of acceptance testing as described in this document is to verify the overall quality, completeness, usability, and operability of the functional components supplied by Mentor.*

2.14.2 INSPECTION, TEST, AND AVAILABILITY

Mentor recommends an approach to testing and availability that has worked successfully at other transit agencies and offers a balance between services within reasonable time periods and reasonable cost. Mentor is open to negotiations regarding the inspection, testing and availability of the system.

2.14.3 INSPECTION

Mentor will welcome System users into our facilities for inspection of the Customer equipment provided the inspections occur during normal business hours and the inspection is conducted by Mentor personnel associated with the Customer project.

Informal discussions which may include demonstrations of the AVL system in a development phase are encouraged by Mentor. Our corporate motto is "Systems That Work" and this statement is taken to heart. Leading into the project, Mentor will ensure that the design meets the requirements identified by the Customer.

All documentation generated during the project will be designed in the best interests of the Customer. Mentor agrees that the Customer will have access to inspect documentation and QA processes.

2.14.4 TEST PLANS AND TEST PROCEDURES

Mentor has realized the most success with projects when time and effort is taken to properly prepare for testing. All testing to be completed will include detailed test plans and procedures.

2.14.4.1 TEST PLANS

Mentor will develop test plans prior to beginning testing. The test plans will include the schedule, personnel and equipment resources, responsibilities of parties involved in the test and required documentation necessary to complete the test and record the result. The test plans will closely tie to the requirements developed during the Design Review. All test plans will be submitted to the Customer for approval in advance of testing.

2.14.4.2 TEST PROCEDURES

Specific test procedures will be developed that will describe how each test in the test plan will be completed. The test procedures will include details on the feature to be tested, the step-by-step procedure, the conditions for testing and the criteria for determining success or failure.

2.14.5 TEST RECORDS

Complete test records will be maintained. The records will include the results for each test and test segment, a description of any variance from the test procedure, identification of personnel completing each test, date/time and location of the test, a record of the variances and variance reports generated and any data generated in support of the test.

2.14.5.1 **REPORTING OF VARIANCES**

Variance reporting will be used extensively to document deviations and deficiencies in the AVL System. A standard variance report structure will be developed during the Design Review Phase of the project. Once defined, the Customer personnel, Mentor or any other party reporting a variance will use this structure to document and report issues with the AVL System. The variance report will contain:

- *A description of the variance including the steps used to discover/repeat it (as appropriate)*
- *The date/time and location where the variance was discovered*
- *The person and party reporting the variance*
- *An initial priority classification of the variance (critical, major, minor or design improvement)*
- *Any appropriate references to test procedures or other relevant documentation. All variance reports must be provided to the Customer for review of the reported information including the priority classification, generation of a unique tracking number, and confirmation of the variance reported. Through the completion of the Mini-Fleet test, variances will be reported primarily by the Customer and Mentor. These will typically be hardware or software issues that will require Mentor intervention to resolve. This trend will shift more to operational issues when the pilot vehicles are phased-over to production and the Customer begins to use the AVL System. At this point it will be critical for the Customer to have a solid procedure for variance reporting and investigation as operational issues should be filtered out of variance reports before they are provided to Mentor (operational issues, by definition, deal with driver and dispatcher understanding. Since the drivers and dispatchers are not under Mentor control, operational issues must be resolved by the Customer).*

  Mentor strongly recommends the Customer establish a team to receive, record and investigate/confirm all variance reports. This will be a critical component required to control the AVL system once it is in full production.
- *Mentor will be available to advise on all variances reported to the Customer (via phone, email or personal meeting as appropriate). Once the Customer has reviewed a specific variance report and determined that the issue is not operational in nature, the complete variance report including all follow up information must be submitted to Mentor. In turn, Mentor will investigate the variance and provide one, some or all of the following:*
- *A resolution plan and estimated schedule for resolving the issue.*
- *A description of the resolution if the issue was resolved*
- *The results of investigation if the issue is determined to be operational.*
- *In any case where Mentor provided a resolution plan, Mentor will also provide regular updates (as appropriate and including updates at Progress Meetings) until the variance is resolved. It will*

be the responsibility of the Customer to maintain the list of variances, follow-up to verify the resolution when Mentor reports a variance is resolved and officially close each variance report.

- *Mentor will maintain a record of all variance reports that were submitted to Mentor by the Customer including the resolution description, the unique tracking number (assigned by the Customer) and any other appropriate documentation. These records will be available to the Customer on request.*

2.14.5.2 **DISPOSITION OF VARIANCES**

Priority 1 and 2 variances found during factory testing shall be corrected and approved by the Customer prior to shipment of the AVL System. Priority 1 and 2 variances found during field-testing shall be corrected prior to production phase-over of any portion of the system.

The AVL System shall not be used in production operations until all Priority 1 variances have been corrected and approved by the Customer. Priority 1 variances that occur during phase-over shall require the cessation of any production use of the system. the Customer may choose to waive these restrictions in specific instances, depending on the nature of the variances.

2.14.5.3 **TRACKING OF VARIANCES**

Mentor shall maintain a record of each variance reported by Mentor to the Customer (where Mentor initiates the variance report) and each variance reported to Mentor by the Customer.

Mentor expects the Customer to maintain the master list of variances for the project. This is critical because it is one of the only methods of control the Customer has over the progress of the project. It is also critical because the Customer will need to receive, record and investigate all variances reported during the long term operation of the AVL System in order to be able to use it effectively.

The variance reporting, disposition and tracking strategy described in Section 2.3, Test Records (including subsections), is the recommended process for tracking issues during the course of the project (including tracking issues over the long term maintenance period). This recommendation is made based on extensive project experience with paratransit AVL System implementations and the unique challenges they provide.

If the recommendation is not acceptable to the Customer, Mentor is willing to discuss possible alternatives and advise on possible benefits and consequences of an alternative approach.

2.14.6 **VALIDATION TEST**

Mentor will perform a validation test to demonstrate the coverage obtained using the wireless network and the AVL capabilities of the Ranger (GPS + Dead Reckoning). Working with the Customer, two test routes will be defined including several pickups and dropoffs. During the validation test, both routes will be traversed simultaneously. The pickup and dropoff information for each of the test routes (including trip insertions, trip cancellations and messaging) will be relayed to the Ranger using XGate and a client application that will simulate the Host Interface (the interface to the Host will not be active during the Validation Test; the data obtained during this test may be used to validate the Host Interface during the Factory Acceptance Test). In the test vehicles, the

driver will complete the trips on their manifest just as they would if they were traversing the routes during regular revenue service. During the test, the Ranger/BBX will:

- *Transmit arrival and departure information of pickups and dropoffs to XGate over the wireless network. Note that no passengers will be involved in these tests however the driver will complete the trips on the Ranger as they would if a passenger were involved.*
- *Periodically transmit AVL data over the wireless network to XGate at a rate agreed to by Mentor and the Customer (approximately 2 minute reporting).*
- *Internally record AVL data at a rate agreed to by Mentor and the Customer (between and 1 second and 30 seconds; memory in the Ranger must be available to record data at the agreed upon rate for the entire traverse of the test route so the data rate may depend on the length of the route(s) traversed). The data collected will include latitude, longitude, speed, direction and an indicator that describes the source of the position measurement (i.e. GPS only or GPS + Dead Reckoning).*
- *The AVL data collected in the Ranger will later be plotted using a suitable mapping program (location vs. GPS status). The plots and raw data will be provided to the Customer in the Validation Test Report as a demonstration of the GPS + Dead Reckoning performance of the proposed solution along the test routes.*
- *The XGate logs of the AVL reports transmitted over the wireless network will be used as the basis of the wireless coverage validation plots. Since AVL messaging will occur regularly, we will be able to determine where the transmission succeeded and where it failed. Plots of successful transmissions and unsuccessful transmissions (location vs. success) will be provided to the Customer in the Validation test Report as a validation of wireless coverage along the test routes.*

2.14.7 **FACTORY TESTS**

The Factory Acceptance Test will include Dry-Run Testing, Functional Performance Testing and Unstructured Testing as desired by the Customer. The Factory Acceptance Test will include an end-to-end test of the System.

2.14.7.1 **DRY-RUN TESTING**

As a first step in the Factory Acceptance Test process, Mentor will conduct a Dry-Run Test of the end-to-end System. This will include a run through of the Factory Acceptance Test Procedures. All test results will be documented (including variances in the AVL System and variances with the Test Procedures themselves). Variances will be recorded, investigated and resolved in the same manner as during the Functional Performance Test. At the conclusion of the Dry-Run Test, Mentor will provide the Dry-Run Test Report to the Customer that will include the results of the Dry-Run Test and certify the Dry-Run Test has been completed.

The Dry-Run Test will occur at a location to be determined by Mentor based on availability of test equipment (this may or may not be the same as the location of the Functional Performance Test). If it is determined that the Dry-Run Test location will be the same as the Functional Performance Test then access to the Customer the Host Test System must be provided by the Customer for the personnel involved in testing (to be determined by Mentor) and for the duration of the test. Other the Customer resources (test space, access to the Internet to setup and configure the Wireless Network connection etc.) may be required.

2.14.7.2 **FUNCTIONAL PERFORMANCE TEST**

Functional Performance Testing is the second step in the Factory Acceptance Test process. The prerequisite to begin the Functional Performance Test is that the Dry-Run Test has been completed and the Dry-Run Test Report has been provided.

Mentor believes it is in the best interest of all parties to have complete and detailed testing that exercises the AVL System as much as possible. The proposed approach to complete testing is detailed in a Factory Acceptance Test. Mentor recommends that the following items be tested after the Functional Performance Test and as part of the Mini-Fleet Test:

1 *Simulation of hardware failures can be accommodated for mobile equipment during the Functional Performance Test. Simulation of hardware failures and failovers on the servers and fixed end equipment cannot be tested until the production equipment is purchased and testing is most relevant if the servers are installed on the Customer network in as close to a production environment as possible. Mentor recommends completing this testing during the Mini-Fleet test.*

2 *Mentor recommends testing of servers during the Mini-Fleet test.*

3 *Mentor recommends load testing of servers during the Mini-Fleet test.*

4 *Functional Performance Testing will occur at a location to be determined by Mentor and the Customer. The location will be chosen to provide the best environment to complete testing. End-to-end testing will require that the AVL System interface to the Host Test Environment already in place at the Customer.*

Mentor recommends that, as much as possible, the Customer personnel conduct all Functional Performance Testing with Mentor personnel (and subcontractor personnel as applicable) present to guide testing and address questions or comments. This will ensure that any misunderstandings or misconceptions about AVL System performance and operation are identified.

2.14.7.3 **UNSTRUCTURED TESTING**

The Factory Acceptance Test Plan will include provisions for unstructured testing by the Customer personnel including the suggested times for testing. Any variances identified during unstructured testing will follow the same Variance Reporting procedure as during the Dry-Run Test and Functional Performance Test.

2.14.8 **MINI FLEET TEST**

Mentor will conform to the requirements of the Mini-Fleet test (hereafter referred to as Pilot) but recommends a slightly different approach based on experience with other successful AVL System installations. The rollout scheme for the vehicles at each carrier will be discussed and agreed to during the Design Review to ensure that the Customer understands the implications of the rollout strategy to be followed.
Mentor's recommended approach, following the successful completion of the Factory Acceptance Test is to pilot and rollout vehicles one Carrier at a time. For the Customer, the recommended pilot and rollout strategy is:

2.14.8.1 **INSTALLATION OF THE PILOT VEHICLES AT THE CUSTOMER SITE**

- *The Customer determines the subset of vehicles that will be installed first.*
- *The Customer arranges for vehicles to be removed from "production operation" for installation and testing. These "pilot" vehicles will be samples of the varying vehicles in the fleet (as described in the Mini-Fleet Test). These vehicles will not subsequently be available for "production operation" until the Pilot vehicles are "Phased-Over" to Production.*

2.14.8.2 **PRE-PRODUCTION TESTING OF THE PILOT VEHICLES AT THE CUSTOMER SITE**

- *The installation of the Pilot vehicles will be tested before the vehicles are "phased-over" to production.*
- *Testing will include a subset of the Factory Acceptance Testing designed to test the installations and verify communications.*
- *Installation testing will be performed to verify interfaces between the Ranger/BBX and the vehicle function as specified (e.g. odometer, vehicle ignition sense, wheelchair lift, door switch; as appropriate).*
- *Verification of Communications will be completed by sending test messages (including AVL) between each vehicle and XGate over the wireless network.*
- *Additional testing will be completed as agreed to between Mentor and the Customer. This may include load testing.*

2.14.8.3 **PHASE-OVER TO PRODUCTION FOR PILOT VEHICLES AT THE CUSTOMER SITE**

- *Once the Customer is satisfied with vehicle installations, the Pilot vehicles will be "Phased-Over" to production use and installation of the remaining vehicles will commence.*
- *In advance of the "Phase-Over" to production of the pilot vehicles, the Host System will be configured to use AVL data from XGate and training will occur for appropriate Customer personnel.*
- *Drivers and dispatch personnel will be trained on operation of the AVL System. The goal is to have personnel using the System in production as soon as possible after training.*
- *During the pilot, drivers will be required to record information using both their paper manifest and the Ranger/BBX. All trip information will be updated using the mobile equipment; information will also be recorded on the manifest.*
- *During the pilot, Mentor and other parties (as appropriate) will be available to help the Customer with questions and operational issues.*
- *Only the Pilot vehicles will be used in production until System stability is proven (expected timeframe is 1-2 weeks depending on*

the number of issues encountered and the abilities of the Customer to adapt to the new equipment and operational procedures).

- *All variances will be recorded during the pilot. Just like the Factory Acceptance Test, variance reports will be submitted, investigated and closed upon resolution. All critical variances must be resolved and all non-critical variances must have an acceptable resolution plan specified before the Customer can authorize the completion of the pilot and start of the rollout.*

2.14.9 **ROLLOUT OF THE REMAINING VEHICLES**

- *Once the Customer is satisfied with Pilot Vehicle operation, the remaining vehicles will be rolled out a few vehicles at a time (as the installations are completed).*
- *Support personnel will be available during the rollout (either onsite or offsite as appropriate).*
- *The Customer will use the AVL System in production operation.*

For the remaining vehicles, the recommended pilot and rollout strategy is similar (although some modification may be required to meet the vehicle installation requirements for the rollout). It is recommended that all vehicles be rolled into production gradually after an initial test of stability. This provides time for the dispatchers to learn their new roles and reduces the operational questions from drivers and dispatchers to manageable levels. For each successive vehicle, there should be a decreasing amount of pre-production testing required, as some vehicle types will already have been installed. Mentor also recognizes that this approach may not allow the completion of the project according to the Customer's desired schedule. Mentor will discuss the benefits and consequences of the various options at the Design Review and ensure that the Customer is comfortable with the overall schedule and it's implications.

2.14.10 **PHASE-OVER TEST**

Mentor will work with the Customer to confirm the requirements of the Phase-Over testing.

2.15 **FACILITIES**:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

During the course of this project Mentor personnel and their subcontractors will require adequate workspace and facilities. It is requested that MTSCS will:

- *Allocate sufficient space to house the necessary base system configuration, power and back-up power.*
- *Supply computer hardware meeting Mentor's recommended minimum specifications.*
- *Provide access to fully configured back-up PC for the XGate® software application in case of PC hardware failure.*
- *Provide access to a laptop.*
- *Ensure access to other 3rd party suppliers like the Fixed Network Link Provider, the Communications Network Provider, and the Host Application Software Provider.*
- *Provide dedicated (always on) high speed Internet connection with remote access to the server(s) allowed to Mentor personnel.*

2.16 CHANGE ORDER PROCESS

Any revision to the specified Scope of Work (or Exhibits) , Tasks, or Deliverables must be documented via a Formal Change Order Process.

The Maricopa County Project Manager is ultimately responsible for the overall management of the project scope, and therefore responsible for the final approval of all change requests. The Contractors Project Manager will be responsible for sizing, pricing, and implementing approved Change Requests.

Prior to commencing work on this project, Contractor is required to submit an applicable Change Order Request Form for approval by the Maricopa County Project Manager. The resulting form will serve as the only recognized means to alter/change the applicable Scope of Work (as designated in this contract).

EXHIBIT B-1

06143-RFP
EXHIBIT B-1
VENDOR RESPONSES TO ATTACHMENT D – FUNCTIONAL REQUIREMENTS

Mentor Engineering Inc.

No pricing estimates required.

Attachment D - Functional Requirements

RFP # 06143

Line #				Resp.	Cap.	Comp.	Comment
1	1.0 Mobile Data Communication System (MDCS)					☑	
2		1.1 System Specifications				☑	
3		1.1 The application shall:				☑	
4			1.1 Have back-office 32 bit applications that operate on a Windows NT/2000/XP platform.	y	1	☑	As per standard Trapeze functionality
5			1.1 Have an in-vehicle application that operates on a Windows CE or NT/2000/XP or comparable platform.	y	1	☑	Windows CE 5.0
6			1.1 Features client-server architecture	y	1	☑	Standard Trapeze functionality (remotely hosted servers)
7			1.1 Provides multi-user functionality	y	1	☑	Workstation access via a web based interface
8			1.1 Enable site specific configuration through user definable codes and parameters	y	1	☑	As per standard Trapeze functionality
9		1.2 Mobile Data Communication				☑	

Line #		Resp.	Cap.	Comp.	Comment
10	1.2 The system shall:			☑	
11	1.2 Enable real-time, two-way data communication between the dispatch center and vehicles equipped with mobile computing devices.	y	1	☑	
12	1.2 Queue messages at both ends, and ensure their delivery even if a vehicle is temporarily out of coverage.	y	1	☑	Standard guaranteed message delivery provided by XGate and MDC.
13	1.2 Enable remote configurations of upgrades to the MDC software using a public data (GPRS, CDMA, iDen) connection to the Internet	y	1	☑	Wireless software upgrades are availble to mobile devices using Mentor's XMobile Manager
14	1.2 Transmit trip data between Trapeze PASS and the MDC	y	1	☑	Functionality provided through PASS-MON and XGate
15	1.2 Transmit actual latitude and longitude data form the MDC to Trapeze PASS	y	1	☑	
16	1.2 Transmit odometer data from the MDC to Trapeze PASS	y	1	☑	

Line #				Resp.	Cap.	Comp.	Comment
17		1.2	Notification when a driver has arrived early or late for a pickup.	y	1	☑	Standard notification
18		1.2	Enable configuration of canned text messages.	y	1	☑	Configurable and programmable through XMobile Manager
19	1.2 From the dispatch center workstations, the dispatcher will be able to send trip information and messaging to the MDC:					☑	
20		1.2	Client name	y	1	☑	
21		1.2	Pickup and drop-off time , address and location comments	y	1	☑	
22		1.2	Passenger type, space type, fare type, fare to collect	y	1	☑	
23		1.2	Dispatch of add-on trip data	y	1	☑	
24		1.2	Dispatch of trip modifications data	y	1	☑	
25		1.2	Dispatch of cancellations and no-shows	y	1	☑	
26		1.2	Send and receive canned text messages to one or multiple vehicles	y	1	☑	Dispatch is able to send and receive messages from single or multiple vehicles

Line #			Resp.	Cap.	Comp.	Comment
27		1.2 Send and receive freeform text messages to one or multiple vehicles	y	1	☑	Freeform text messages from Dispatch to one or multiple vehicles.
28	1.2 From the dispatch center workstations, the dispatcher will be able to receive the following messaging data:				☑	
29		1.2 Notification from drivers of events such as arrivals, performs (completed trips), cancellation and no-show requests	y	1	☑	
30		1.2 Fare information (fare type/code and amount)	y	1	☑	
31		1.2 Early/Late arrival notification	y	1	☑	
32		1.2 Log On / Log Off notification	y	1	☑	
33		1.2 Emergency messages	y	1	☑	
34	1.3 Automatic Vehicle Location				☑	
35	1.3 The dispatcher shall be able to:				☑	
36		1.3 Display the location of one or more vehicle on the system map in real time	y	1	☑	

Line #			Resp.	Cap.	Comp.	Comment
37	1.3	Display historical AVL information for customer service investigations	y	1	☑	
38	1.3	Playback data at scalable speeds (slow to fast)	y	1	☑	
39	1.3	View playback data forwards or backwards	y	1	☑	
40	1.3	Filter playback data for scheduled or actual events	y	1	☑	
41	1.3	Determine vehicle position through any of four means:	y	1	☑	Trapeze PASS provides multiple means of determining vehicle position.
42	1.3	MDC-equipped vehicles report their location to the base station at regular intervals	y	1	☑	
43	1.3	Vehicle location data is automatically captured when drivers perform certain activities, such as pick-up , drop-off, arrivals, etc…	y	1	☑	
44	1.3	Dispatcher polls a vehicle at any time and vehicle returns real-time position data	y	1	☑	

Line #				Resp.	Cap.	Comp.	Comment
45			1.3 Driver sends location data to dispatcher in the event of an emergency	y	1	☑	
46		1.3 View the itinerary of a run		y	1	☑	Dispatch can see the manifest of single or multiple vehicles
47		1.3 Monitor the schedule adherence of a vehicle/run		y	1	☑	
48	1.4 The in vehicle driver system shall:					☑	
49		1.4 Have an in-vehicle driver application that supports the following functions:				☑	
50			1.4 Configurable graphical user interface - the screens can be customized to display, hide or rearrange data elements.	y	1	☑	Driver interface has elements that can be configured.
51			1.4 Pop-up notification - configure pop-up notifications for add-on trips, trip modifications, cancellations, and mail messages.	y	1	☑	

Line #			Resp.	Cap.	Comp.	Comment
52	1.4	Audio notification - configure audio notifications for add-on trips, trip modifications, cancellations and mail messages.	y	1	☑	
53	1.4	Perform Trips in Order - enforce performance of trips in order on the MDC	y	1	☑	
54	1.4	No-Show Timer - configure a timer so that after arriving at a pickup, it will not allow a driver to request a no-show until the specified time has elapsed.	y	1	☑	
55	1.4	Odometer - odometer entry can be configured to be required at logon only or for every event. This can be interfaced with a vehicle's odometer and the readings can be automatically entered into Trapeze. Odometer can also be calculated based on AVL data.	y	1	☑	

Line #			Resp.	Cap.	Comp.	Comment
56	1.4	Stand-Alone Driver Training Manifests (Emulation Mode) - create and set up a stand-alone training manifest, negating the need for a connection to a live PASS system.	y	1	☑	
57	1.4	Over-the-Air Upgrades - Update the application software using an over-the-air upgrade process, so there is no need to physically board each vehicle to make updates.	y	1	☑	Wireless software and firmware upgrades are availble to all proposed in-vehicle devices using Mentor's XMobile Manager
58	1.4	Store data and operate independently of MDC base in case of communications failure	y	1	☑	Guaranteed message delivery feature is standard with Mentor mobile devices
59	1.4	The MDC will provide adequate filtering and protection to prevent interference from florescent lights and the vehicle's alternator.	y	1	☑	
60	1.4	The driver shall be able to:			☑	

Line #				Resp.	Cap.	Comp.	Comment
61		1.4	View the manifest on or before the day of service	y	1	☑	Trapeze function configurable by customer
62		1.4	View trip details (passenger information, times, address, comments)	y	1	☑	
63		1.4	Update passenger information	y	1	☑	
64		1.4	Enter fare collected	y	1	☑	
65		1.4	Received trip insertions (add-ons) with visual and audible notification	y	1	☑	
66		1.4	Send no-show request notification	y	1	☑	
67		1.4	Send notification of arrival at pick-up or drop-off location	y	1	☑	
68		1.4	Send notification that an event (pick-up or drop-off) has been arrived and performed	y	1	☑	
69		1.4	Send and receive freeform text message visual and audible notification	y	1	☑	Standard Trapeze and Mentor functionality allows MDC to send canned messages, and receive canned and freeform messages from Dispatcher.

Line #			Resp.	Cap.	Comp.	Comment
70	1.4	Send and receive canned text message visual and audible notification	y	1	☑	
71	1.4	Send event-specific text messages.	y	1	☑	
72	1.4	View a digital map of the service area, including geocoded pick-up and drop-off locations.	y	1	☑	
73	1.4	adjustment of the display contrast,	y	1	☑	Mentor's driver interface provides a daytime and nighttime contast setting
74	1.4	adjustment of the brightness of the display back light,	y	1	☑	
75	1.4	cancellation of an incorrect keypad sequence before sending information to the MDCS computer,	y	1	☑	Mentor's driver application has process controls built in to prevent incorrect keystrokes while maintaining a simple driver interface.
76	1.4	advancement of information displayed on the MDC display (bi-directional scrolling),	y	1	☑	
77	1.4	refreshing the driver's manifest,	y	1	☑	

Line #				Resp.	Cap.	Comp.	Comment
78		1.4	signaling the dispatcher of an emergency,	y	1	☑	Requires use of emergency button on Ranger face. Optional remote covert emergency switch is also available.
79	1.4 The manifest on the MDC shall display the following pieces of data. The data can be configured either to be displayed or not to be displayed.					☑	
80		1.4	Client Name	y	1	☑	
81		1.4	Client Code	y	1	☑	
82		1.4	Number of Passengers	y	1	☑	
83		1.4	Types of Passengers	y	1	☑	
84		1.4	Street Number and Address	y	1	☑	
85		1.4	Phone Number	y	1	☑	
86		1.4	Estimate Pickup Time	y	1	☑	
87		1.4	Scheduled Window	y	1	☑	
88		1.4	Space Types	y	1	☑	
89		1.4	Mobility Aids (Equipment)	y	1	☑	

EXHIBIT B-2
TRAINING CURRICULUM SUMMARY

MENTOR'S TRAINING CURRICULUM

DRIVER MOBILE APPLICATION TRAINING (MOBILE DEVICE PROJECTS ONLY)

DESCRIPTION: Your organization chooses a select group of drivers, driver supervisors, or trainers to be trained on the in-vehicle mobile application during the pilot. These trainees will then become trainers for the rest of the organization's drivers. Pilot trainees are taught how to use the mobile application in-depth and are then instructed on how to train other drivers on the use of the application.

AUDIENCE: Typically six to eight staff members (drivers, supervisors or trainers) are trained to train the rest of the drivers.

Note: Mentor strongly recommends that representatives from the operational management team attend the initial driver training session so they can get a better understanding of how the system works and respond to driver feedback as the system goes live.

FORMAT: Classroom training with an extensive hands-on component.

EQUIPMENT REQUIRED: For every two to three session attendees, your organization must provide one Ranger/BBX or MDC (depending on your system) and one training kit, which includes all necessary cabling and mounts. Training kits can be purchased from Mentor Engineering.

PREREQUISITE KNOWLEDGE: Session attendees are not required to have any prior computer use.

OUTLINE:

- Logging on and off the system
- Reviewing the manifest
- Completing a call
- Sending and receiving a text messages
- Breaks, out of vehicle availability, etc.
- Basic troubleshooting
- Training evaluation

DURATION: A training session lasts four hours. As a standard, Mentor performs two driver training sessions, with different attendees in each session. Mentor staff train the trainers in the first session. In the second session, the trainers train selected drivers, and Mentor staff observe and offer help when needed. Your organization may choose to add additional training sessions if you feel they are necessary.

PROFICIENCY: When finished the initial training, attendees should know the application well enough that they can teach it to fellow drivers.

TIMELINE: The train-the-trainer session typically occurs one to two days before the pilot.

DOCUMENTATION: Mentor provides customized, comprehensive driver manuals for follow-up assistance. A DRAFT manual is provided to pilot trainees. Omissions, additions, revisions and customization details are captured during pilot training Sessions and forwarded to Mentor's publication group. Once changes are made, the manual is generated as a final document and sent to the client in binders. Changes requested after sign-off will incur additional costs.

VEHICLE MAINTENANCE TRAINING

DESCRIPTION: A Mentor systems engineer trains the installation staff on how to maintain Mentor's mobile data devices. Training topics include the maintenance and troubleshooting techniques.

AUDIENCE: Mentor trains up to three maintenance personnel.

FORMAT: The vehicle maintenance training is a scheduled session with an extensive hands-on component.

PREREQUISITE KNOWLEDGE: Personnel should be familiar with vehicle wiring prior to the training session.

DURATION: A training session lasts up to four hours. As a standard, Mentor performs one vehicle maintenance training session. Your organization may choose to add additional training sessions if you feel they are necessary.

PROFICIENCY: By the end of the training, they will be able to perform system maintenance and swap-outs of spare equipment.

TIMELINE: Vehicle Maintenance training occurs as part of the pilot.

SYSTEM MAINTENANCE TRAINING

****Note: Mentor Engineering does not perform maintenance on your system servers and therefore does not offer server maintenance training. However, if this is required for your project, a Mentor subcontractor will provide these services for you.*

DESCRIPTION: A Mentor systems engineer trains relevant personnel on the maintenance, troubleshooting, and performance monitoring of the wireless communication system and in-vehicle mobile computers. Particular focus is placed on Mentor's XGate middleware, which facilitates the connection between your host software, mobile computers and the wireless network and offers a variety of diagnostic and maintenance tools for system troubleshooting. Session attendees are also instructed on various methods of reporting advanced problems to the Mentor support group.

AUDIENCE: Supervisors, project managers and bus maintenance staff receive the maintenance, troubleshooting, and issue reporting training.

FORMAT: These training sessions are informal and occur whenever all relevant parties have time throughout the pilot.

EQUIPMENT REQUIRED: For this session, you must have available all of the pieces of Mentor equipment for your project (hardware, software, middleware, etc.).

PREREQUISITE KNOWLEDGE: Attendees should be confident computer users who are familiar with the mobile data system and have an understanding of how to use the mobile devices.

DURATION: A training session lasts four hours. For smaller projects, Mentor typically performs one system maintenance training session. Larger projects will require additional training sessions.

PROFICIENCY: By the end of the training, they will be able to add new mobile units to the system, modify existing units in the system, and review XGate reports. They will also be able to identify and rectify common problems; will be familiar with advanced data collection techniques, such as RAM dumps and trace logs; and will be able to complete a checklist of items that will allow Mentor to narrow in on specific issues with the system.

TIMELINE: Maintenance, troubleshooting, and issue reporting training occurs at various times during the pilot.

DOCUMENTATION: Trainees are provided with comprehensive XGate users manuals (or a means to access them online), troubleshooting guides, and problem report templates. If any changes are made to the manual following the training, trainees receive the updates.

EXHIBIT B-3
HARDWARE WARRANTY

This document describes the Basic, Extended, and Repair Warranties for products manufactured by Mentor Engineering Inc. for customers whose accounts are in good standing. It also describes products not covered by either the Basic or the Extended Warranty ("Non-Warranty Items") and the terms under which they may be evaluated and repaired.

Basic Warranty

1. Mentor warrants, for a period of one (1) year after the date of shipment, that all hardware products manufactured by Mentor (the "Products") will be free of material and manufacturing defects provided:

a) the Products are properly stored, installed, used and serviced according to instructions from Mentor,
b) the Products have not been altered, repaired, or modified without prior consent from Mentor,
c) any damage to the Product was not caused by any third party equipment or intervention,
d) any damage to the Product is not due to negligence or abuse, and
e) the Customer's account is in good standing.

2. Products deemed defective under the conditions as specified in paragraph 1 will be:

a) Repaired, at no additional cost for parts, material, and labour,
b) Replaced, instead of repaired, at Mentor's discretion,
c) Repaired and shipped to the Customer within fifteen (15) working days from receipt of the Product.

3. Mentor is not responsible for warranty shipments to Mentor being made in a timely manner.

4. Mentor is not responsible for any loss or damages resulting from the use of or failure of Mentor Products, including but not limited to, loss of time, inconvenience, and loss of production.

5. Any Mentor Product having a TFT colour display exhibiting less than seven (7) non-conforming pixels (.0023% of total pixels) will not be considered defective and eligible for repair under this Warranty. A non-confirming pixel is a transistor that is either turned on all the time, so a small colour dot may appear or is turned off all the time, so no colour dot will appear.

Customer Responsibilities

6. The Customer is responsible for shipping and shipping related costs of products to Mentor's facility. Mentor will pay any return shipping to Customer for warranty repair.

7. The Customer is responsible for following Mentor's Return Materials Authorization ("RMA") procedures when returning any hardware item to Mentor.

8. The Customer is responsible for "swap out" services if required including:

a) maintaining sufficient spare unit inventory of Products as directed by Mentor and based on the scope of the project,
b) paying the costs of subcontractor installer's services required to remove defective Products and install spare units for use while Products are being repaired by Mentor.

Extended Warranty (Optional)

9. A warranty extension of the Basic Warranty is available for an additional fee. This option must be exercised at the time of equipment purchase. The same conditions as specified in the Basic Warranty are applicable to the **Extended Warranty.**

Repair of Non-Warranty Items and Repair Warranty

10. At the Customer's request, Mentor may evaluate equipment not covered under the Basic or Extended Warranties ("Non-Warranty Items") and an assessment and estimate for repair will be provided to the Customer. These Non-Warranty Items may include expired warranty Mentor products or products excluded from the terms of the Basic Warranty as described in paragraph 1 above.

11. The Customer will be charged a diagnostic fee equivalent to our prevailing hourly rate for labour for any Non-Warranty Item shipped to Mentor for evaluation and/or repair. If Mentor does repair an item, this diagnostic fee will be credited against the overall cost of repair as described in paragraph 13 below.

12. Mentor will notify the Customer if the cost of any repair to a Non-Warranty Item will be greater than $250.00. Mentor will not proceed with such a repair without the approval of the Customer.

13. If the Customer chooses to proceed with the repair of a Non-Warranty Item, the Customer will be charged for:
a) Shipping and shipping related costs,
b) Parts and material used,
c) Labour (at Mentor's prevailing rates).

14. Mentor warrants all non-warranty repair work undertaken by Mentor's service department for a period of ninety (90) days after the repaired goods are shipped from Mentor's facility.

15. Mentor assumes no risk of damage to or loss of any unit of equipment during shipping to and from Mentor. Mentor recommends that the Customer insure any unit for the invoice value and take special care to ensure that the unit is properly packed for safe and damage-free transit.

16. In the event that a part becomes unavailable Mentor will attempt to use substitute parts. In the event that no substitute parts are available Mentor will provide Customer with ninety (90) days written notice if it can no longer provide the Basic or Extended Warranty services and refund any balance paid to Mentor in advance under an Extended Warranty Plan.

Mentor Engineering Inc.
#10, 2175 - 29th Street N.E.
Calgary, Alberta, T1Y 7H8, Canada
phone (403) 777-3760
fax (403) 777-3769

www.mentoreng.com

EXHIBIT B-4
Software License Agreement

Software License Agreement

This Agreement dated the _____ day of _____, 2007 is between:

MENTOR ENGINEERING INC., an Alberta corporation having an office at 10, 2175 – 29 Street NE, Calgary, Alberta, Canada, T1Y 7H8, ("MENTOR")

~and~

MARICOPA COUNTY ("COUNTY"), a political subdivision of the State of Arizona (the "Licensee")

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS DOCUMENT, Mentor and the Licensee (the "Parties") agree as follows:

TERMS AND CONDITIONS

Software Provided

'"Software" - the specific software modules listed below have been provided for this Project:

Mentor Ranger® Mobile Application & Mentor Firmware;

BBX Application & Firmware;

XGate® Middleware;

Destinator Navigation Software.

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Destinator Technologies GmbH. By agreeing to the terms of Mentor’s Software License, the Purchaser agrees to those same terms in respect of the Destinator Navigation Software applicable to this project.

XGate Interface Protocol

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special damages even if Mentor was aware of circumstances in which special damages could arise;

loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

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Mentor may terminate the license upon notice for any failure to comply with any of these license terms. In the event of termination of the Agreement for any reason, Licensee shall return, or at Mentor's discretion destroy, all plans, papers, notes, writings, samples, materials, models and other documents and software and shall refrain from using any portion thereof.

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The parties hereto represent and warrant that the persons signing this Agreement and all relevant Schedules are duly empowered representatives of their respective companies and have the authority to approve this Agreement.

Executed on this _____ day of _____ 2007

Mentor Engineering Inc.:	**Maricopa County:**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title

EXHIBIT B-5

End User License Agreement (EULA) For Microsoft Corporation Software

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14. The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer.

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15. This EULA applies to updates, supplements, add-on components, product support services, or Internet-based services components (“Supplemental Components”), of the SOFTWARE that you may obtain from Mentor, MS, Microsoft Corporation or their subsidiaries after the date you obtain your initial copy of the SOFTWARE, unless you accept updated terms or another agreement governs. If other terms are not provided along with such Supplemental Components and the Supplemental Components are provided to you by MS, Microsoft Corporation or their subsidiaries then you will be licensed by such entity under the same terms and conditions of this EULA, except that (i) MS, Microsoft Corporation or their subsidiaries providing the Supplemental Components will be the licensor with respect to such Supplemental Components in lieu of the "COMPANY" for the purposes of the EULA, and (ii) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLEMENTAL COMPONENTS AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SUPPLEMENTAL COMPONENTS ARE PROVIDED AS IS AND WITH ALL FAULTS. ALL OTHER DISCLAIMERS, LIMITATION OF DAMAGES, AND SPECIAL PROVISIONS PROVIDED BELOW AND/OR OTHERWISE WITH THE SOFTWARE SHALL APPLY TO SUCH SUPPLEMENTAL COMPONENTS. MS, Microsoft Corporation or their subsidiaries reserve the right to discontinue any Internet-based services provided to you or made available to you through the use of the SOFTWARE.

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16. If SOFTWARE is provided by Mentor on separate media and labeled “Recovery Media” you may use the Recovery Media solely to restore or reinstall the SOFTWARE originally installed on the DEVICE.

Backup Copy.

17. You may make one (1) backup copy of the SOFTWARE. You may use this backup copy solely for your archival purposes and to reinstall the SOFTWARE on the DEVICE. Except as expressly provided in this EULA or by local law, you may not otherwise make copies of the SOFTWARE, including the printed materials accompanying the SOFTWARE. You may not loan, rent, lend or otherwise transfer the backup copy to another user.

End User Proof of License.

18. If you acquired the SOFTWARE on a DEVICE, or on a compact disc or other media, a genuine Microsoft “Proof of License”/Certificate of Authenticity label with a genuine copy of the SOFTWARE identifies a licensed copy of the SOFTWARE. To be valid, the label must be affixed to the DEVICE, or appear on Mentor software packaging. If you receive the label separately other than from Mentor, it is invalid. You should keep the label on the DEVICE or packaging to prove that you are licensed to use the SOFTWARE.

Product Support.

19. Product support for the SOFTWARE is not provided by MS, Microsoft Corporation, or their affiliates or subsidiaries. For product support, please refer to Mentor support number provided in the documentation for the

DEVICE. Should you have any questions concerning this EULA, or if you desire to contact Mentor for any other reason, please refer to the address provided in the documentation for the DEVICE.

Termination.

20. Without prejudice to any other rights, Mentor may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.

EXPORT RESTRICTIONS.

21. You acknowledge that SOFTWARE is subject to U.S. and European Union export jurisdiction. You agree to comply with all applicable international and national laws that apply to the SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information see http://www.microsoft.com/exporting/.

EXHIBIT B-6

CONTRACTOR TRAVEL AND PER DIEM POLICY

1. All contract-related travel shall be prior-approved by County.

2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

   http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.

4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.

   4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.

   4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)

   4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.

   4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.

6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.

7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

SERIAL 06143-RFP

MENTOR ENGINEERING INC., 10, 2175 – 29TH STREET NE, CALGARY, ALBERTA, CANADA, T1Y 7H8

PRICING SHEET: 2065401

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Telephone Number:	403/777-3760
Fax Number:	403/777-3769
Contact Person:	Brent Freer
E-mail Address:	bfreer@mentoreng.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **June 30, 2012.**